

COMPARED

elects, he entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, said receiver to rent the same and collect the rents thereof under the direction of the Court, without the usual proof required by statute of law, it being agreed between the parties hereto that the allegations of the petition as to any default in the performance of any agreement, herein contained to be by the Mortgagors performed, together with the above agreement relating to possession and the appointment of a receiver, shall be sufficient authority to the court to appoint a receiver without further proof than the agreement contained herein, the amount so collected by such receiver to be applied under the direction of the Court to the payment of any judgment rendered or amount found due on the foreclosure of this mortgage.

AND the said Mortgagors hereby waives the appraisement required by law or not, at the option of the Mortgagee and expressly waive all rights of homestead or other exemption, redemption and stay of execution under the laws now in force in this state or hereafter to be enacted.

THIS MORTGAGE has for its sole consideration, the above sum of money which is now due and owing unto the said Mortgagee, the payment of which is intended to be secured hereby.

IT IS FURTHER UNDERSTOOD AND AGREED that time is the essence of this contract and that all covenants and agreements, herein contained, shall bind, not only the Mortgagors, herein, but also their heirs, executors, administrators and the purchasers of the property hereby mortgaged and all of such covenants and agreements shall inure to the benefit of the said Mortgagee, The First National Bank of Broken Arrow, Okla and assigns.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals this 28th day of March A. D. One Thousand Nine Hundred and twenty three.

V. M. Keele

Ida Keele

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, duly commissioned and acting as such on this 28th day of March A.D. 1923, personally appeared V. M. Keele and his wife Ida Keele to me known to be the identical persons who signed and executed the foregoing mortgage and acknowledged to me that they signed and executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires Aug. 28, 1924

(SEAL) Joseph C. Dowdy, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 7, 1923 at 2:00 o'clock P.M.

in Book 442, page 651

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

227157 G. J.

COMPARED

THIS DECLARATION OF TRUST, Made this 30th day of March, 1923, by John A. Wise and T. A. Chandler, of the City of Vinita, and Omer K. Benedict, of the City of Tulsa, all of the State of Oklahoma, WITNESSETH:

I.

DESIGNATION.

This Trust shall be designated the "Oklahoma Royalty Company".

II.

TRUSTEES--THEIR DUTIES, POWERS AND LIABILITIES .

First: The Trustees under this instrument shall be, unless and until